

CITY RAIL LINK PROJECT

USE OF FORMER CHIEF POST OFFICE

**CONSENT IN PRINCIPLE TO WORKS WITHIN THE PROVISIONS
OF THE DEED OF HERITAGE COVENANT DATED 18 JULY 1995**

AGREEMENT

Between

AUCKLAND TRANSPORT

And

HERITAGE NEW ZEALAND POUHERE TAONGA

A handwritten signature in blue ink, consisting of a stylized 'M' and 'A' or similar characters, located in the bottom right corner of the page.

THIS AGREEMENT dated

24th May

2016

PARTIES

- 1 **AUCKLAND TRANSPORT (AT)** a body corporate and council controlled organisation established under section 38 of the Local Government (Auckland Council) Act 2009 and having its principal office at 1 Queen Street, Auckland.
- 2 **HERITAGE NEW ZEALAND POUHERE TAONGA (HNZPT)** a body corporate established under section 9 of the Heritage New Zealand Pouhere Taonga Act 2014 and having its principal office at Antrim House, 63 Boulcott Street, Wellington

BACKGROUND

- A. AT is proposing to construct the City Rail Link project which includes an underground rail line from Britomart Station to the North Auckland and Western Lines at Mt Eden (CRL).
- B. As part of the CRL, works are proposed to the former Chief Post Office (CPO) building including the conversion of the current Britomart Station into a through station and significant works to the ground floor of the CPO.
- C. AT is the owner of the CPO. The CPO is subject to a Deed of Heritage Covenant between the New Zealand Historic Places Trust (as predecessor of HNZPT) and New Zealand Post Limited (as former owner of the CPO) dated 18 July 1995 and registered against the title of the CPO, being Computer Freehold Register 93982, memorial C891516.1.
- D. Pursuant to the Deed of Heritage Covenant, AT may not commence works affecting the primary or secondary features identified in the Deed of Heritage Covenant without obtaining the prior written consent of the HNZPT, and HNZPT may impose reasonable conditions on such consent which must be adhered to by AT.
- E. By an agreement dated 15 June 2001, The Auckland City Council (as predecessor of AT as owner of the CPO) and New Zealand Historic Places Trust recorded the written consent of New Zealand Historic Places Trust to certain works by The Auckland City Council affecting primary and secondary features of the CPO, and recorded the conditions on which the consent was given.
- F. The land on which the CPO is situated is within the land designated for the purpose of a Transport Centre and an alteration to the designation of the land as a Transport Centre has been sought for the CRL works. HNZ have been a submitter on the designation alteration relating to the CPO works.
- G. The purpose of this Agreement is to record the consent in principle of HNZPT for the purposes of the Deed of Heritage Covenant to certain further works by AT affecting

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primary or secondary features of the CPO, and to record the conditions on which such consent has been given and where further design detail and agreement is required.

The Parties agree:

1. INTERPRETATION

In this agreement unless the context indicates otherwise:

1.1 Definitions:

"AT" means Auckland Transport and includes its successors and assigns;

"Banking Chamber" means the area outlined in a dashed blue line on the CRL works plan;

"Banking Chamber Public Space" means the area coloured pink on the CRL works plan;

Banking Floor Plan means the attached plan CRL-BTM-ARC-000-SKE-SK312 Rev A

"Banking Counter" means the area coloured orange on the CRL works plan;

"CPO" means the former Chief Post Office building, 12 Queen Street, Auckland, as more particularly described in the Deed of Heritage Covenant;

"CPO Ground Floor 3D View" means the attached plan CRL-BTM-ARC-000-RDS-5661 Rev. *ED*

"CPO Column Elevation" means the attached plan CRL-BTM-ARC-000-SKE-SK311 Rev D

"CPO Works Plan" means the attached plan CRL-BTM-ARC-000-SKE-SK310 Rev D

"Deed of Heritage Covenant" means the Deed of Heritage Covenant for the purposes of section 6 of the Historic Places Act 1993 between New Zealand Historic Places Trust and New Zealand Post Ltd dated 18 July 1995 registered under memorial C891516.1;

"HNZPT" means Heritage New Zealand Pouhere Taonga and includes its successors and assigns;

"Material change" means an amendment on a plan that has the potential to materially increase adverse effects on primary and/or secondary heritage features of the CPO as identified in Deed of Heritage Covenant.

1.2 Defined Expressions: expressions defined in the main body of this agreement have the defined meaning in the whole of this agreement including the background;

1.3 Headings: section, clause and other headings are for ease of reference only and will not affect this agreement's interpretation;

1.4 Negative Obligations: an obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;

1.5 Parties: reference to parties are references to parties to this agreement;

1.6 Plural and Singular: the singular includes the plural and vice versa; and

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- 1.7 **Schedules:** the schedules to this agreement and anything in those schedules have the same effect as if set out in the body of this agreement.
- 1.8 **Persons;** references to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not have separate legal personality;

2. CONSENT TO WORKS ON FEATURES

For the purposes of clause 2 of the Deed of Heritage Covenant, HNZPT gives its consent in principle to the works described in this agreement subject to the conditions set out in this agreement.

3. PROPOSED WORKS AND CONDITIONS

3.1 **Entrance Vestibule** - The floor, wall and ceiling of the entrance vestibule to the CPO shall be retained in situ and protected during the CRL works.

3.2 Entrance Stairs

- a. To the extent necessary for the works, parts of exterior entrance stairs to the CPO (excluding the plinths) will be removed to construct ground beams as part of the structural underpinning of the building. Every effort will be made to salvage Coromandel Granite from the entrance stairs for reuse.
- b. Following the underpinning/ strengthening works, the stairs will be fully reinstated with original materials to the extent possible. If replacement materials are required, these shall be the same as the existing materials, or as close as equivalent to the original material. The nature of any replacement materials, and detailed reinstatement design shall be agreed between the parties.

3.3 CPO Ground Floor - General

- a. The overall design including materials, symmetry, colours and textures used throughout the CPO ground floor area shall reflect heritage values of the building and associated elements. It will also preserve the spatial identity and quality of the original components of the Banking Chamber. The location and general arrangement of the ground floor is shown on the CPO Works Plan and the CPO Ground Floor 3D View.
- b. Detailed design and specifications of the CPO ground floor shall be reviewed and agreed between the parties prior to commencement of the construction of the permanent works.

3.4 **Banking Chamber Ceiling** – the leaded glass domes and ceiling treatments will be retained in situ and protected during the CRL works as required.

3.5 **Banking Chamber Public Space**

- a. The floor level of the Banking Chamber may be lowered to align with the current ground floor level of the CPO.
- b. The location of the original Banking Chamber Public Space and Banking Counter shall be indicated by a clear delineation within the ground floor space as shown in the CPO Works Plan
- c. The level of the original Banking Chamber floor shall also be indicated on the perimeter wall of the CPO ground floor using a timber inlay.
- d. Any existing original materials shall be re-used where practicable and appropriate.
- e. The format of flooring material, colours and textures will take into account the original design layout, the heritage significance of the CPO and reflect the materials originally used. The floor finishes shall be in general accordance with the Banking Floor Plan.
- f. Detailed design and specifications for Banking Chamber Public Space shall be agreed between the parties prior to commencement of the construction of the permanent works.

3.6 Columns and Column Bases

- a. All existing columns will be retained in situ and protected during the CRL works.
- b. The bases of the columns in the CPO ground floor will use encasement and treatment options and be constructed in general accordance with CPO Column Elevation as agreed between the parties.

3.7 Retail and customer service areas

- a. Existing kiosks and customer service units will be removed and replaced with glazed enclosures to better present the full CPO Ground Floor volume. Tenancy walls may however be in solid form where the functionality does not lend itself to glazed partitions (eg. customer services offices or kitchenette). Solid wall forms will however be minimised in the retail and customer service area.
- b. Retail and/or service units on the north western and south western corners of the CPO Ground Floor shall open directly to Queen Street and ensure an integrated design approach with the public space.
- c. The design and scale of the retail units on the western wall of the CPO ground floor (adjacent to the Entrance Vestibule) shall be consistent in design approach and sympathetic to the heritage values of the Banking Chamber Public Space. Retail kiosks will not extend beyond the boundaries shown on the CPO Works Plan.
- d. An indicative layout of retail and customer service activities are shown on the CPO Ground Floor 3D View. AT will provide an opportunity (and specify reasonable timeframes for) feedback and input from HNZPT on the detailed design of the retail areas including tenant signage prior to construction of the retail fit out.

- 3.8 **Ticket Gateline** - The gateline will be relocated from track level to the CPO ground floor level as shown on the CPO Works Plan.

3.9 Openings into Tyler and Galway Street

- a. The existing openings to Galway and Tyler Street may be closed off or glazed to enable the relocation of customer service facilities and/ or retail activities within ground floor of the CPO.
- b. There will be no new openings in the ground floor to Tyler and Galway Streets.

3.10 Signage - Customer information systems and signage in the CPO shall be designed in a co-ordinated and standardised manner in accordance with signage protocols to be agreed between the parties (consent not to be unreasonably withheld by HNZPT). AT will consult with HNZPT in the preparation of the signage protocol.

3.11 Heritage Interpretation Strategy and Implementation plan – A heritage interpretation strategy shall be prepared including recommendations about interpretative media (eg signs, plans, photographs, digital and other media). AT will consult with HNZPT in the preparation of the heritage interpretation strategy and associated implementation plan and agree the final form of the strategy and implementation plan with HNZPT.

3.12 Plans - The works within the CPO will be carried out in general accordance with the attached plans (consisting of the CPO Works Plan, CPO Ground Floor 3D View Architectural Plan, CPO Column Section and Banking Floor Plan) which are consented to within the provisions of the Deed of Heritage Covenant. Any material changes to the plans will be agreed between the parties.

SIGNED for and on behalf of

AUCKLAND TRANSPORT

by CRL Project Director

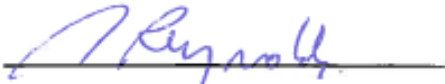


Chris Meale

SIGNED for and on behalf of

HERITAGE NEW ZEALAND POUHERE TAONGA

by its General Manager Northern



Sherry Reynolds





CONTRACTOR SHALL VERIFY ALL DIMENSIONS ON SITE BEFORE COMMENCING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.

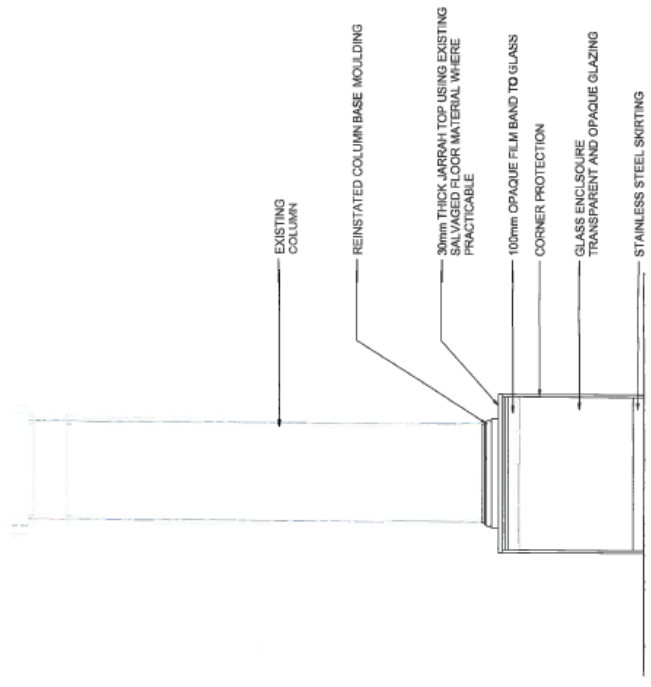
REV	DATE	DESCRIPTION	APPROVAL
1	20/03/16	ISSUE FOR PERMIT	
2	25/03/16	FORWARDING	
3	25/03/16	FORWARDING	

SCALE	SIZE	DATE	APPROVAL
1:20	A1		

DESIGN	DATE	APPROVAL
DESIGNER		
CHECKER		

PROJECT
AUCKLAND CITY RAIL LINK
EC1 BRITOMART & LOWER QUEEN ST.
BRITOMART STATION/CPO
CPO COLUMN ELEVATION

HERITAGE COVENANT AGREEMENT
MARCH 2016

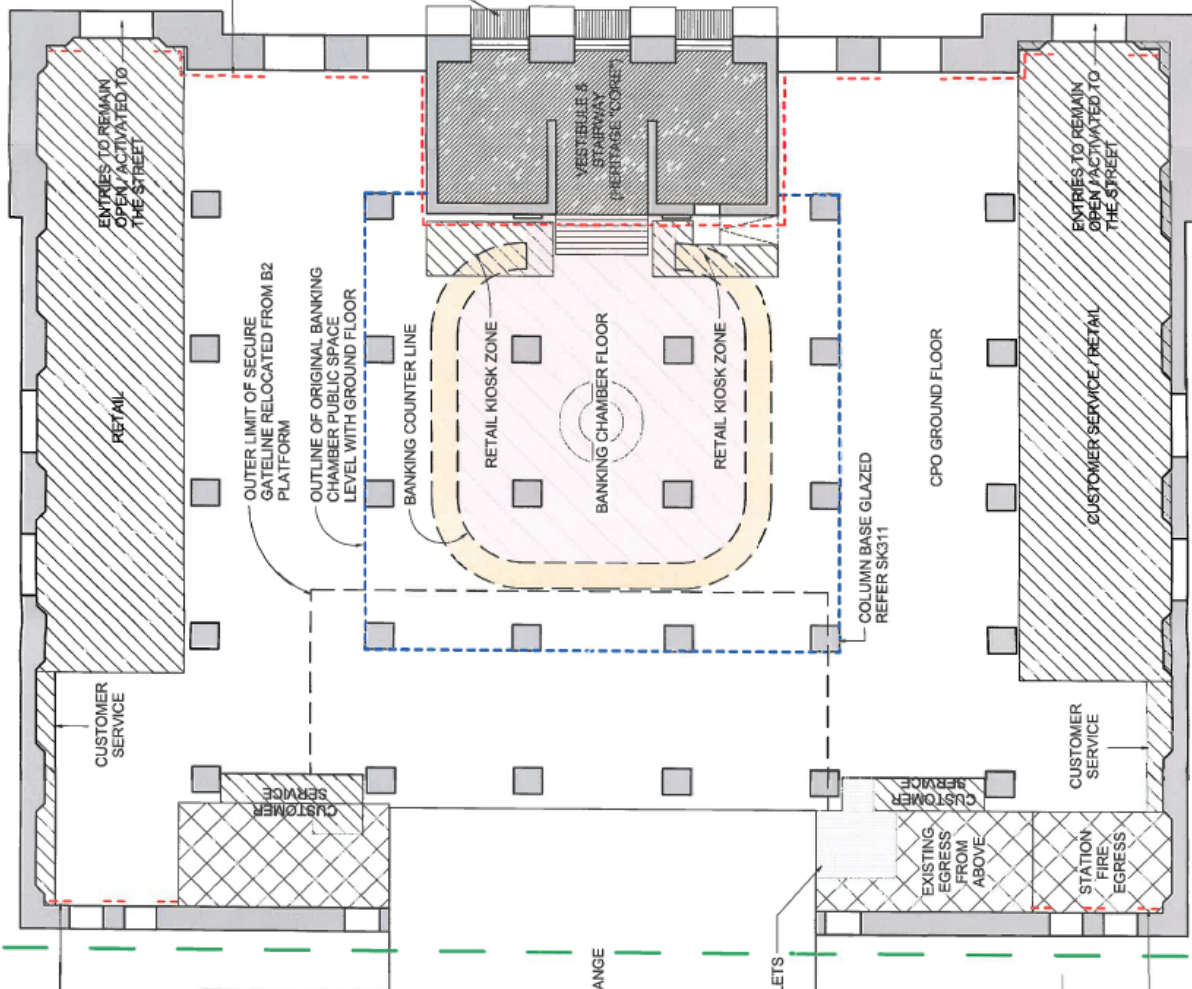


1 Column Detail
SCALE B1:1/30

1/2

1/2

DASHED LINE INDICATES EXTENDS OF EXPOSED VISIBLE TIMBER INLAY DETAIL



DASHED RED LINE INDICATES EXTENDS OF EXPOSED VISIBLE TIMBER INLAY DETAIL USING EXISTING SALVAGED FLOOR MATERIAL WHERE PRACTICABLE

TEMPORARY WORK TO STAIRS FOR UNDERPINNING

DASHED LINE INDICATES EXTENDS OF EXPOSED VISIBLE TIMBER INLAY DETAIL

EXISTING TRANSPORT INTERCHANGE 2002 ADDITIONS

STAFF TOILETS

DASHED LINE INDICATES EXTENDS OF EXPOSED VISIBLE TIMBER INLAY DETAIL

1. MITIGATION PLAN
SCALE: 1:100



NO.	DATE	REVISION/DETAILS	APPROVAL
1	20/10/15	INITIALS	APPROVAL
2	02/12/15	INITIALS	APPROVAL
3	02/12/15	INITIALS	APPROVAL
4	02/12/15	INITIALS	APPROVAL

SCALE	NO.	DATE	APPROVAL
1:100	AT	20/10/15	APPROVAL

DESIGN	NO.	DATE	APPROVAL
PRELIMINARY	AT	20/10/15	APPROVAL
DETAILED DESIGN	AT	20/10/15	APPROVAL

AUCKLAND CITY RAIL LINK
E1 BRITOMART & LOWER QUEEN ST.

BRITOMART STATION CPO
CPO WORKS PLAN

PROJECT NO: 15/001
DRAWING NO: 15/001-001
DATE: 20/10/15

PROJECT: AUCKLAND CITY RAIL LINK
E1 BRITOMART & LOWER QUEEN ST.
BRITOMART STATION CPO
CPO WORKS PLAN

HERITAGE COVENANT AGREEMENT
MARCH 2016

CRL - BTM - ARC - 000 - SKE-SK310-D